


ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 15			
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N33191-14-D-1200			2 DELIVERY ORDER/ CALL NO 0004		3 DATE OF ORDER/ CALL (YYYYMMDD) 2015 Mar 11		4 REQ / PURCH REQUEST NO ACQR3892717		5 PRIORITY				
6 ISSUED BY NAVFAC EUROPE AFRICA SOUTHWEST ASIA VIALE PORTO CAPODICHINO NAPOLI 80144			CODE N33191		7 ADMINISTERED BY (if other than 6) SEE ITEM 6			CODE		8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9 CONTRACTOR KELLOGG BROWN & ROOT SERVICES, INC 1080 ELDRIDGE PKWY HOUSTON TX 77077-2575			CODE 3GJU9		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
NAME AND ADDRESS							12 DISCOUNT TERMS		13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 7				
14 SHIP TO CAMP LEMONNIER, DJIBOUTI NAVY PUBLIC WORKS DEPARTMENT N4 BLDG 211 PSC 831 BOX 0043 FPO AE 09363-0043			CODE N33191		15 PAYMENT WILL BE MADE BY DFAS-CLEVELAND P.O. BOX 998022 CLEVELAND OH 44199			CODE N68732		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16 TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract							
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein REF:							
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1													
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE													
See Schedule													
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES				20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT		22 UNIT PRICE		23 AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 311-824-4040 EMAIL: leigh.a.walker16.civ@mail.mil BY: Leigh Ann Walker				 CONTRACTING / ORDERING OFFICER		25 TOTAL		\$55,125.29	
27a QUANTITY IN COLUMN 20 HAS BEEN										26 DIFFERENCES			
<input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28 SHIP NO		29 DO VOUCHER NO		30 INITIALS			
f TELEPHONE NUMBER		g E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31 PAYMENT				34 CHECK NUMBER			
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				35 BILL OF LADING NO			
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO			

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FUEL BLADDER FARM LIGHTING FFP The Contractor shall provide all labor, materials, equipment, Supervision, Quality Control and Safety Personnel necessary to complete the work in a safe and timely manner. FOB: Destination PURCHASE REQUEST NUMBER: ACQR3892717	1	Each	\$55,125.29	\$55,125.29
NET AMT					\$55,125.29

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No.: N3379A15RC041B1 CUSTOMER ACRN AA FOB: Destination MILSTRIP: N3379A15RC041B1				\$0.00
NET AMT					\$0.00
ACRN AA CIN: N3379A15RC041B1					\$55,125.29

STATEMENT OF WORK

**FUEL BLADDER FARM
LIGHTING
16 December 2014**

1. Information:

The intent of this project is to replace all temporary lighting at the Fuel Bladder Farm with permanent lighting. Temporary lights were set up around the Bladder Farm to provide illumination at night. Electrical wires were placed around the bladders, The wires are

exposed to the weather. There is a potential risk that wires will be frayed by the elements, creating a hazard to workers.

This project is to install 7 light poles with 3 light fixtures each pole to provide lighting around the fuel bladder farm. Lighting is needed to illuminate the fuel bladder areas, especially the refueling stations.

- a. In the performance of this work the Contractor shall provide all labor, materials, equipment, Supervision, Quality Control and Safety Personnel necessary to complete the work in a safe and timely manner.

- b. PWD Technical Point of

Contact: (b) (6)

Public Works N-4

Email: (b) (6)

Phone: (b) (6) (DSN)

- c. Period of Performance: The Contractor shall complete all work under this task order within

45 calendar days from the date of award.

- d. The Contractor shall comply with the EM 385-1-1, USACE Safety and Health Manual and all Camp Lemonnier and NAVFAC Safety Instructions. Should there be any conflicts between the above referenced safety regulations, the most stringent shall apply.

2. References:

- a. The design and construction shall be in accordance with the latest editions of the following references, applicable codes and standards current at time of award. References are available at www.wbdg.org. The advisory provisions of all codes and standards shall be mandatory, as though the word “shall” had been substituted for “should” wherever it appears.

2.1. International Building Code (IBC): Such sections as are applicable to the work to be performed.

- 2.2.Unified Facilities Criteria (UFC): Such sections as are applicable to the work to be performed.
- 2.3.Unified Facilities Guide Specification (UFGS): Such sections as are applicable to the work to be performed.
- 2.4.National Fire Protection Association (NFPA): Such sections as are applicable to the work to be performed.
- 2.5.American Water Works Association (AWWA): Such sections as are applicable to the work to be performed.
- 2.6.Department of Defense (DOD) 4715.05 – G, Overseas Environmental Baseline Guidance Document: Such sections as are applicable to the work to be performed.

3. Scope of Work:

The Contractor shall provide all materials, labor, equipment, supervision and management required to perform all work as described herein. The Contractor shall, to the fullest extent possible, make use of locally available, commercial-off-the-shelf items and/or components.

- 3.1. Contractor shall provide and install nine (9) each of 14 feet high galvanized steel light poles in concrete pedestals. Light poles shall have a minimum of 25' set-back from fuel sources (i.e. pumps) and cannot impede truck delivery receipt or issue. The lighting must be arranged to shine both into the bladder containment, on the pumps/motors/equipment, and on the perimeter for security.
- 3.2. Provide two (2) each of energy efficient 150 watts induction light fixtures with photocell on every light pole.
- 3.3. Provide new underground electrical service with 10# THHN/THWN wires in 1-1/2" PVC pipe for light fixtures.
- 3.4. Provide each pole with #2 bare stranded ground wire and 3/4 inch diameter 10 feet long of copper clad steel ground rod.
- 3.5. Provide one (1) 20A circuit breaker that will be installed on the existing electrical panel at Fuel Farm MDP to power the lighting systems.
- 3.6. Temporary lighting shall be established while work is being performed to ensure operations are not interrupted.
- 3.7. The area is a class 1, division 2 hazardous area per NFPA 70 1910.399 (2)(i) Class I, Division 2.A.
- 3.8. All works shall be started and completed in a manner that shall minimize disruption to the operation of the facility. The work shall be coordinated for approval of the Government prior to start of work.

4. Disposal:

Disposed of all construction debris from the site. The Contractor shall coordinate with the Government Representative for any requirement in disposing debris off site.

5. Protection of Government Property:

Take extra precaution to prevent any damage to the existing Camp facilities, equipment, utilities and improvements in the area. Any damage made to the existing Government property while executing this contract shall be replaced or repaired by the Contractor to the satisfaction of the Government without any cost to the Government. Contractor shall only use a staging area that has been approved by the Contracting Officer.

6. Material Specifications: NONE

7. Submittals:

Preconstruction Submittals:

- Bonds and Insurance
- List of proposed Subcontractors
- Construction Progress Schedule
- Submittal Register
- Health and Safety Plan
- Accident Prevention Plan
- Work Plan
- Quality Control (QC) plan
- Environmental Protection Plan
- List of proposed products

Product Data

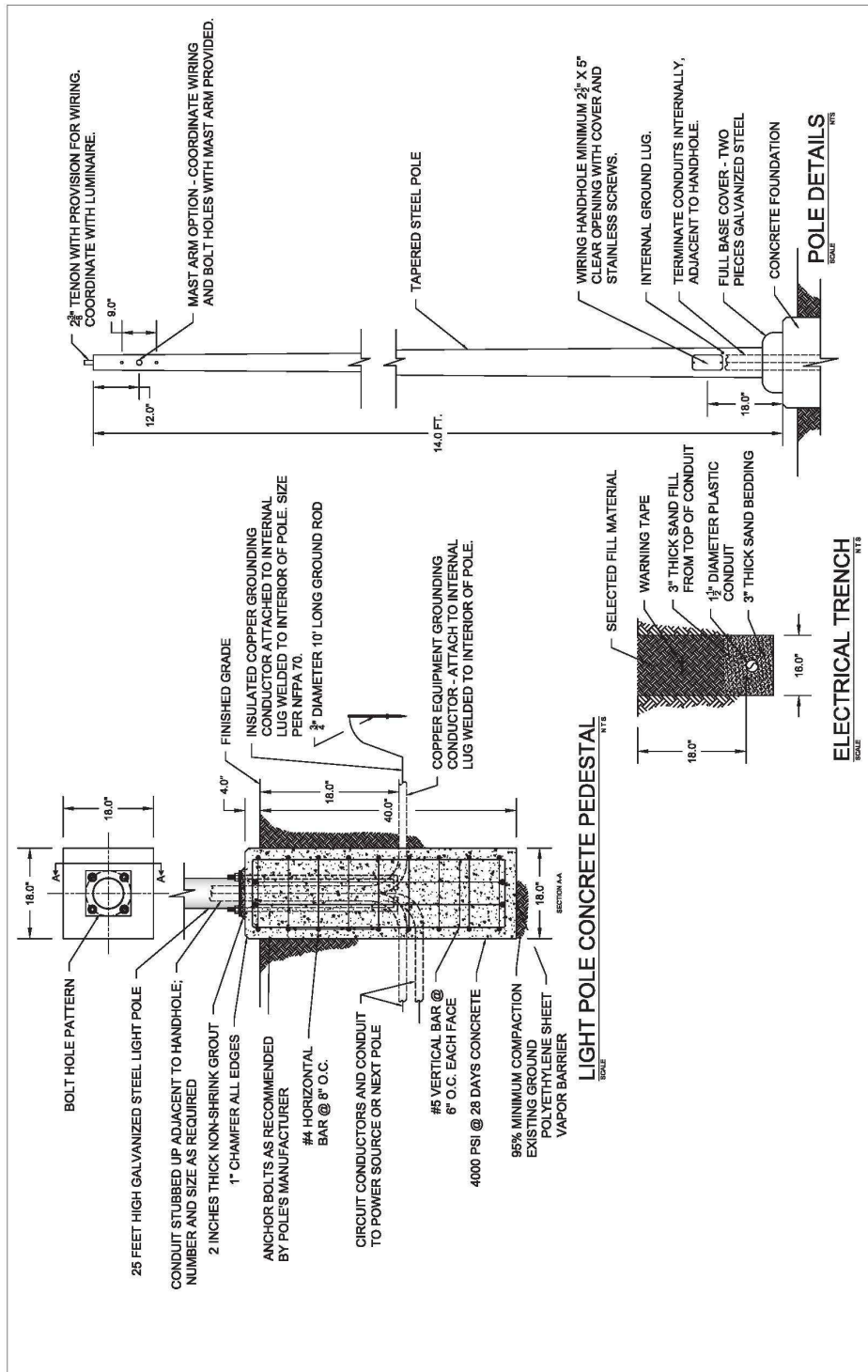
- Light pole
- Light fixtures
- Electrical wires

8. Government Furnished Equipment (GFE): NONE

9. Attachments:

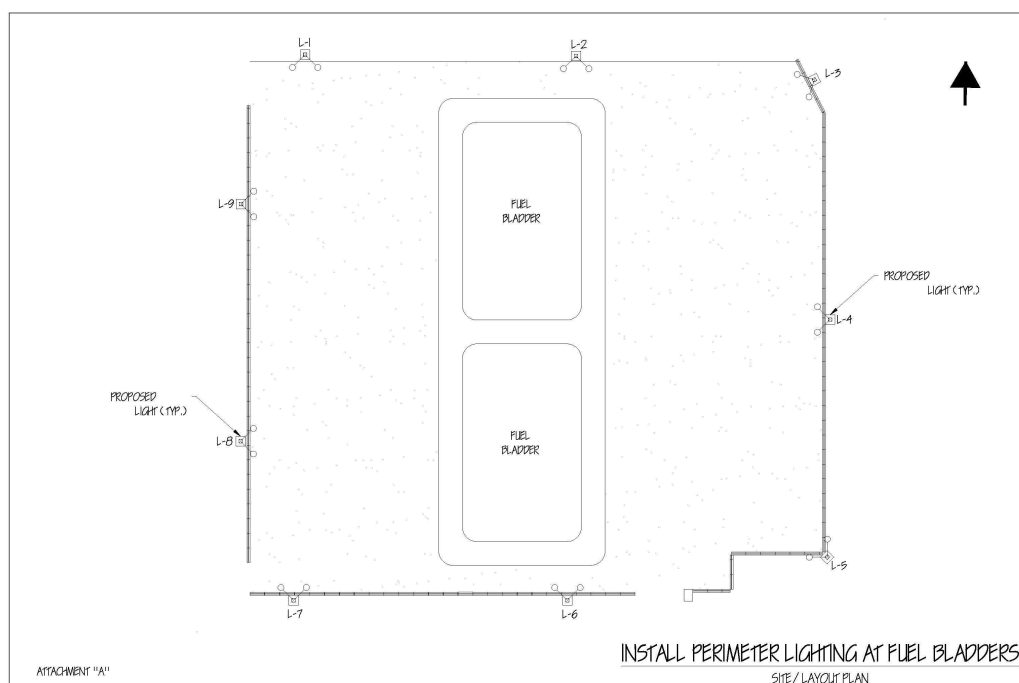
- 9.1. **Site Plan**
- 9.2. **Details**

- END -



INSTALL LIGHTING AT FUEL BLADDER FARM

3 October 2014



INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	09-MAY-2015	1	CAMP LEMONNIER, DJIBOUTI NAVY PUBLIC WORKS DEPARTMENT N4 BLDG 211 PSC 831 BOX 0043 FPO AE 09363-0043 FOB: Destination	N33191

000101 N/A

N/A

N/A

N/A

Section 00700 - Contract Clauses

**252.225-7989 Requirements for Contractor Personnel Performing in Djibouti
(DEVIATION 2014-O0005)**

Insert the clause at 252.225-7989, Requirements for Contractor Personnel Performing in Djibouti, in solicitations and contracts for performance in Djibouti, a country within the U.S. Africa Command area of responsibility.

**REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN DJIBOUTI (DEVIATION
2014-O0005)
(JANUARY 2014)**

(a) *General.* (1) This clause applies when Contractor personnel are required to perform in Djibouti in support of the United States Africa Command (USAFRICOM). This includes contractor personnel who are not covered by the clause at DFARS 252.225-7040.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians. When authorized under this contract to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self- defense.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(b) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(c) *Compliance with laws and regulations.* (1) The Contractor shall comply with, and shall ensure that its personnel performing in Djibouti are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws; (ii)

Treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Force protection, security, health, or safety orders, directives, and instructions issued by the USAFRICOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(2) The Contractor shall ensure that Contractor employees are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

- C) Take lunch and work-breaks;
- (D) Elect to terminate employment at any time;
- (E) Identify grievances without fear of reprisal;
- (F) Have a copy of their employment contract in a language they understand; (G) Receive wages that are not below the legal in-country minimum wage;
- (H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (I) If housing is provided, live in housing that meets host-country housing and safety standards.

(d) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (d)(2)(i) and (d)(2)(ii) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before Contractor personnel begin contract performance in Djibouti, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(e) *Registration of Contractor personnel.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (e)(3) of this clause.

(2) Upon identifying an employee who will be performing in Djibouti, the Contractor shall enter employee information into SPOT, and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the employment in Djibouti. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in Djibouti with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules (<http://www.acq.osd.mil/log/PS/spot.html>).

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold; (B) Who will be performing in Djibouti less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary Message Reporting System.

(3) The Contractor shall submit aggregate Contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (*i.e.*, U.S. third country national or local national) of those Contractor personnel who are on contracts valued at more than the simplified acquisition threshold, but performing less than 30 days in Djibouti (*e.g.*, day laborers).

(f) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.

(End of clause)

**252.225-7993 Prohibition on Contracting with the Enemy in the United States
Central Command Theater of Operations**

**PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED
STATES CENTRAL COMMAND THEATER OF OPERATIONS
(DEVIATION 2012-00005) (JAN 2012)**

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$140.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until

the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

- (1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional

information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Work Flow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> ;and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Navy Construction / Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official: N68732
Issue By: N33191
Admin: N33191-
DJIBOU
Inspect By: N33191-DJIBOU
Ship To Code:
Ship From Code:
Mark For Code:
Service Approver (DoDAAC):
Service Acceptor (DoDAAC): N33191-DJIBOU
Accept at Other
LPO DoDAAC DJIBOU: N33191-DJIBOU
DCAA Auditor DoDAAC:
Other DoDAAC(s): Not applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Not applicable.

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Usn lemonnier.n4.mbx.wawf-invoices@mail mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)